

conference conducted on August 27, 1992, the Board notified the PELRB by letter dated September 1, 1992 that it would accept the proposed unit except for the teaching principal and secretary. This matter was then heard by the PELRB on November 10, 1992, with respect to these two positions only.

FINDINGS OF FACT

1. All petitioned for positions involve employees employed by the Harrisville School Board which is a public employer as defined by RSA 273-A:1 X.
2. The teaching principal teaches 75% of her scheduled working time and has office hours at 1:30 p.m. daily except on Wednesdays when they are held at 2:00 p.m. She is paid on the teachers' salary structure with an additional stipend for her duties as principal. Her eligibility for benefits is the same as for teachers. Her unrefuted testimony was that the most time-consuming part of her duties as principal involved special education requirements, acting as a Local Education Agent and participating on IEP teams. She does employee evaluations and directs a staff of five teaching personnel in the role of a coordinator and facilitator. Her school year contract is longer than for teachers, 197 days. Were there to be a grievance under the existing structure she would be the person to whom it would be presented at Step 1 or 2 depending on whether the principal is the aggrieved's "immediate supervisor." (There has never been a grievance.)
3. The teaching principal is involved in making recommendations to fill positions vacancies; however, these are subject to approval by the Personnel Manager and the Assistant Superintendent under policies approved on September 15, 1982 relative to the recruitment and selection of personnel. The incumbent has no private office as principal and, in that capacity, uses a desk which she shares with others. She works on the school budget which she submits to the Assistant Superintendent and has the authority to grant leave approval for one (1) personal day. As a "supervisor," the principal may use reprimand, suspension and discharge remedies provided in the Administrative regulations pertaining to discipline; however, this is "subject to approval by the assistant superintendent and State regulations." She has insufficient authority to implement a termination; a termination report must be initiated by the Personnel

Manager and signed by the Assistant Superintendent.

4. The teaching principal has no history of dealing with collective bargaining. According to testimony from Assistant Superintendent Pike, this position would not be a member of the management bargaining team but may be asked to caucus with the team and/or to review contract language for problems or recommended improvements.
5. The school secretary is responsible for the smooth operation of the school office. She types notices, organizes and updates filing, keeps student records, manages the visitor log and attends to injured pupils when the nurse is not available. As organized in Harrisville, she also functions as the Food Director and a library aide (5 hours per week). She supervises no subordinate employees, does no performance evaluations, and has no access to collective bargaining proposals or financial information related thereto. She has no history of dealing with collective bargaining and no characteristics of "confidentiality" as protected by RSA 273-A:1 (IX) (c), i.e., she does not open the principal's mail or deal with labor relations matters. No confidential materials or evaluation documents are kept in her office. The secretary does work for all faculty members as well as jobs which are her sole responsibility, e.g., posting attendance records, filing report cards, typing purchase orders, preparing deposits and ordering food.

DECISION AND ORDER

The school secretary's job content, as well as the manner in which that job has been accomplished over the years, fails to suggest that she has any "confidential relationship to the public employer" as protected by RSA 273-A:1 (IX) (c). Likewise, the position possesses the requisite characteristics of community of interest with other positions already accepted for the unit under RSA 273-A:8, namely, the same conditions of employment and employees functioning within the same organizational unit. The school secretary is to be included in the bargaining unit.

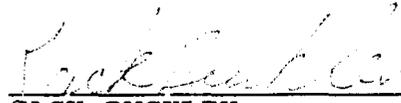
Notwithstanding the fact that the majority of the teaching principal's time is devoted to teaching duties, under the facts of this case, she does have meaningful administrative duties which qualify as the "significant exercise of discretion" within the meaning of RSA 273-A:8. By her own testimony, she is responsible for the operation of the school, the supervision of its staff, and the initiation of discipline if it is warranted, subject to higher approval before implementation. She has a uniquely effective management style based on the dual roles of a coordinator and

facilitator. Although she has been extremely effective in using this style of management, she may not always be the administrator. Thus, it is the position, not the individual, that must be protected in the exercise of managerial functions. These considerations cause a majority of this Board to conclude that the position must be excluded from the bargaining unit.

In summary, the PELRB finds unanimously that the position of secretary should be included in the bargaining unit and, by a majority, that the position of teaching principal should be excluded from the bargaining unit.

So ordered.

Signed this 29th day of December, 1992.



 JACK BUCKLEY
 Alternate Chairman

By unanimous vote as to the inclusion of the secretary's position. By majority vote as to the exclusion of the teaching principal, members Roulx and Molan voting in the majority and Alternate Chairman Buckley voting in the minority.

Alternate Chairman Buckley's minority statement relative to the inclusion of the teaching principal's position appears below:

The teaching principal has a compelling community of interest with other teachers, whether computed by a time comparison between teaching versus administrative duties or by actual job content. The limits on her authority, as that authority pertains to administrative duties, causes me to conclude that she does not have "supervisory authority involving the significant exercise of discretion" under RSA 273-A:8 to warrant exclusion from the bargaining unit. That conclusion is reinforced by her manner of compensation, fringe benefits, and working conditions, including but not limited to office/desk space and lack of involvement with labor relations matters. As the minority voting member, I maintain that these characteristics warrant inclusion of this position in the bargaining unit.